

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
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ELECTRONICALLY FILED
DOC #: _____
DATE FILED: 10/25/21

ODGERS BERNDTSON, LLC,

Plaintiff,

-against-

JAVIER O'NEIL and VALERIA ESCAMILLA,

Defendants.

Civil Action No. 1:21-cv-05652

**[PROPOSED] STIPULATED
ORDER FOR A PERMANENT
INJUNCTION**

Pursuant to the terms of the Confidential Settlement Agreement dated October 11, 2021, plaintiff Odgers Berndtson, LLC (“Odgers”) and defendant Javier O’Neil (“O’Neil”) hereby stipulate and agree, subject to the Court’s approval, to the following permanent injunction (the “Permanent Injunction”).

IT IS HEREBY ORDERED THAT:

1. O’Neil is enjoined from, directly or indirectly, alone or in concert with others:
 - i. Possessing, disclosing, or using any information taken from and/or not returned to Odgers by Defendants or those at their request, at the time of O’Neil’s departure, including but not limited to:
 1. All information Odgers licensed from third parties;
 2. All information comprising the OBDynamics™ Application; and
 3. All information containing Odgers’ search and/or project information.
 - ii. Disclosing or using any information involving Odgers’ business, personnel or the conducting of that business, including but not limited to Idenx and/or OBDynamics™ and the OBDynamics™ application. Nevertheless, no provision hereof shall impair or limit O’Neil’s ability to describe in general his

experience without reference to Odgers, to use his know-how, or discuss publicly known information without reference to Odgers. O'Neil's resume may list his role at Odgers, and, in general terms, work he performed at Odgers unless it is forbidden by a separate agreement.

2. If O'Neil discovers or comes to learn that he has any information within the scope of Paragraph 1 in his possession, custody, or control, O'Neil shall have two (2) calendar days to notify Odgers of the inadvertent possession of the information and to provide copies of any such information to Odgers and to delete it under Odgers' supervision, without violating the terms of this order.
3. As to Odgers and O'Neil, the relief granted by the Consent Order Granting a Preliminary Injunction and Setting a Discovery Schedule issued by this Court on July 2, 2021 shall be dissolved and expire and be of no further effect upon the so-ordering and entry of this Permanent Injunction by the Clerk of the Court.
4. No bond or undertaking is required in connection with this Permanent Injunction.

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5. The Court shall retain jurisdiction over this Permanent Injunction.

Dated: October 18, 2021
New York, New York

TARTER KRINSKY & DROGIN LLP
Attorneys for Plaintiff

By: 
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Dated: October ___, 2021
New York, New York

ISAACS BERNSTEIN, P.C.
Attorneys for Defendant O'Neil

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Email: jb@lijblaw.com

Dated: New York, New York
October ___, 2021

SO ORDERED

UNITED STATES DISTRICT JUDGE

5. The Court shall retain jurisdiction over this Permanent Injunction.

Dated: October ___, 2021
New York, New York

TARTER KRINSKY & DROGIN LLP
Attorneys for Plaintiff

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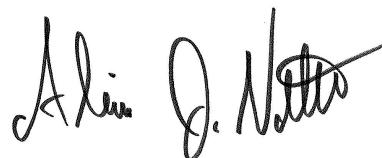
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Dated: New York, New York
October 25, 2021

SO ORDERED



UNITED STATES DISTRICT JUDGE